

NEGOTIABLE MASTER CERTIFICATE

CUSIP Number: _____

Account Numbers: _____

This certifies that \$_____.00 constituting _____ transferable individual time deposit accounts represented by the Account Numbers stated above (the "Deposit Accounts"), each in the amount of \$1,000.00, has been deposited with _____ (the "Issuer"), payable to the order of CEDE & Co., as nominee of The Depository Trust Company ("DTC"), 55 Water Street, New York, New York, as custodian for Financial Northeastern Securities, Inc. ("FNS") and other DTC participants, each for itself and for others. The Issuer promises to pay all amounts in respect of the Deposit Accounts as provided herein. This Negotiable Master Certificate arises out of the Brokerage Agreement dated as of ____, between the Issuer and FNS (the "Agreement").

The Deposit Accounts are issued in accordance with the following terms:

Issue Date:	_____	Annual Interest Rate:	_____
Maturity Date:	_____	Aggregate Principal Amount:	_____
Term:	_____	Minimum Amount Per Account:	_____

Interest

Interest on Deposit Accounts will be payable at a simple interest rate of ____% per annum (computed on the basis of the actual number of days elapsed and a 365-day year). Interest shall be paid by the Issuer on each "Interest Payment Date" which shall be each semiannual anniversary of the Issue Date except that for Deposit Accounts with a stated maturity of one year or less, the Interest Payment Date will be the Maturity Date. Any interest payment due on an Interest Payment Date which is not a Business Day will be paid on the next succeeding Business Day. A "Business Day" shall be a day on which FNS and the banks in both the Issuer's domicile and New York are open for business.

Payments will be distributed on each Interest Payment Date by remitting such payments to CEDE & Co., as nominee as aforesaid, or registered assigns, in Federal or other immediately available funds on each such payment date. NO INTEREST WILL BE EARNED AFTER MATURITY.

The Chase Manhattan Bank
ABA# 021000021
For Credit to a/c Cede & Co.
C/o The Depository Trust Company
Dividend Deposit Account # 066-026776

No Early Withdrawal

Except as set forth below, no withdrawal may be made from any Deposit Account prior to the Maturity Date.

Early withdrawal from any Deposit Account will be allowed following the death or adjudication of incompetence of the owner thereof. In such event, and upon written request of CEDE & Co. or other registered holder of the Master Certificate, the Issuer shall pay the sum of (i) the full amount on deposit in such Deposit Account and (ii) the amount of unpaid interest which has accrued on the Deposit Account from the Issue Date to, but not including, the date of early withdrawal.

Termination of Deposit Insurance

If the Issuer's deposit insurance is terminated by the Federal Deposit Insurance Corporation (the "FDIC") or the Issuer, the Deposit Accounts will be redeemed by the Issuer on the last business day on which the Issuer's deposits would be insured by the FDIC. In such event, and upon presentation to the Issuer of this Negotiable Master Certificate, the Issuer shall pay the sum of (i) the full amount on deposit in the Deposit Accounts and (ii) the amount of unpaid interest which has accrued on the Deposit Accounts from the Issue Date to, but not including, the date of redemption. These amounts will be remitted to CEDE & Co., as nominee as aforesaid, or to registered assigns, in Federal or other immediately available funds.

Notations on or Reissuance of Negotiable Master Certificate

In the event of any early withdrawal of a Deposit Account or Accounts, or the issuance by the Issuer (with the concurrence of CEDE & Co. or other holder of this Negotiable Master Certificate) of an individual certificate of deposit in respect of a Deposit Account or Accounts, the Issuer will issue in lieu hereof (but in the same form) a new Negotiable Master Certificate to evidence the aggregate number and amount of Deposit Accounts evidenced hereby then outstanding, or, at the election of CEDE & Co. or other registered holder of this Negotiable Master Certificate and in lieu of the presentment of this Negotiable Master Certificate and the issuance of any such new Negotiable Master Certificate, CEDE & Co. or other registered holder of this Negotiable Master Certificate shall make an appropriate notation on the reverse hereof showing the date and amounts of each such withdrawal or issuance, the number or numbers of the Deposit Account or Accounts so withdrawn or affected by such issuance, and the aggregate dollar amount of Deposit Accounts then still outstanding after giving effect thereto.

Maturity

This Negotiable Master Certificate and the Deposit Accounts evidenced hereby will not be automatically renewed at maturity. The Deposit Account balances evidenced by this Negotiable Master Certificate will be remitted to CEDE & Co., as nominee as aforesaid, or to registered assigns, in Federal or other immediately available funds on the maturity date.

The Chase Manhattan Bank
ABA# 021000021
For Credit to a/c Cede & Co.
C/o The Depository Trust Company
Redemption Deposit Account # 066-027306

No Additions

No additions may be made to any Deposit Account evidenced by this Negotiable Master Certificate.

Affirmation of Deposit Insurance

Pursuant to 12 CFR §330.14(h)(2), the Issuer represents and warrants that as of the Issue Date (i) the Issuer's current capital category as determined pursuant to 12 CFR §337.6(a)(3) is well capitalized and (ii) deposits currently made by employee benefit plans are eligible for "pass-through" deposit insurance.

Dated: _____

By: _____

Name: _____

Title: _____